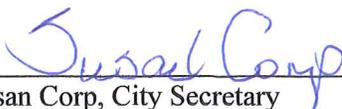


CITY OF DEL RIO  
PLANNING & ZONING COMMISSION  
COUNCIL CHAMBERS - CITY HALL  
109 WEST BROADWAY ST.  
WEDNESDAY, JULY 9, 2014  
5:30 P.M.

AGENDA

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF MINUTES –
  - a. Approval of Planning and Zoning Meeting Minutes
4. OPEN PUBLIC HEARING
  - a. Zoning Change Appeal #14-04 Abner Martinez, P.E., Representing Bart Cordell is requesting a Zoning Change from Industrial (I) to Local Commercial District (C-1) . Property Description: Being 3.93 acres out of a 10.24 acre tract of land out of Survey 2, Block 4, Abstract 1041, I&GNRY Co. and Survey 162, Abstract 142, F. Canales Val Verde County (1100 West 2nd St.).
  - b. Zoning Change Appeal #14-05 Abner Martinez, P.E., Representing Bart Cordell is requesting a Zoning Change from Industrial (I) to Residential Single Family District (R-S). Property Description: Lots 9 & 10, Chico Addition (115 & 117 Cordona St.)
5. OTHER BUSINESS  
(ACTION MAY BE TAKEN ON THESE MATTERS)
  - a. Zoning Change Appeal #14-04 Abner Martinez, P.E., Representing Bart Cordell is requesting a Zoning Change from Industrial (I) to Local Commercial District (C-1). Property Description: Being 3.93 acres out of a 10.24 acre tract of land out of Survey 2, Block 4, Abstract 1041, I&GNRY Co. and Survey 162, Abstract 142, F. Canales Val Verde County (1100 West 2nd St.).
  - b. Zoning Change Appeal #14-05 Abner Martinez, P.E., Representing Bart Cordell is requesting a Zoning Change from Industrial (I) to Residential Single Family District (R-S). Property Description: Lots 9 & 10, Chico Addition (115 & 117 Cordona St.)
6. ADJOURNMENT

I, Susan Corp, City Secretary, hereby certify that the above agenda was posted on the bulletin board in the Municipal Building and on the bulletin board immediately outside the Municipal Building on or before 5:30 p.m. on the 3rd. day of July 2014.

  
Susan Corp, City Secretary

**Planning & Zoning Commission**

**3. a.**

**Meeting Date:** 07/09/2014

**Submitted By:** Amelia Moreno, Administration

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**Information**

**SUBJECT:**

Approval of Planning and Zoning Meeting Minutes

**BACKGROUND:**

n/a

**DISCUSSION:**

n/a

**PROS:**

n/a

**CONS:**

n/a

**RECOMMENDATION:**

n/a

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**Attachments**

PZ Meeting Minutes for May 2014

PZ Meeting Minutes for June 2014

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CITY OF DEL RIO  
PLANNING & ZONING COMMISSION  
COUNCIL CHAMBERS - CITY HALL  
109 WEST BROADWAY ST.  
May 14, 2014  
5:30 P.M.

MINUTES

1. CALL TO ORDER

*The meeting was called to order at 5:37 p.m.*

2. ROLL CALL

Present: Chairperson Diana Salgado

Boardmember J.P. Sanchez

Boardmember James Wilde

Absent: Boardmember Raul Padilla

Boardmember Adrian Falcon

3. APPROVAL OF MINUTES –

*Meeting minutes were not available for this meeting*

4. OPEN PUBLIC HEARING

- a. **Plat 14-01** Abner Martinez, P.E., Representing Gildardo R. Guerrero is requesting a Replat Establishing Lots 19A & 19B, Block NDE 2, Cienegas Terrace out of Lot 19, Block NDE 2 Cienegas Terrace.

*There wasn't anyone present to speak in opposition or in favor of the request.*

*Mrs. Pokrant presented the staff report to the Commission.*

- b. **Plat 14-02** Abner Martinez, P.E., Representing Teresa Maldonado is requesting to Replat Establishing a Substandard Lot being Lots 1-A & 1-B, Block B, Perry out of Lot 1, Block B, Perry Addition.

*Mrs. Pokrant presented the staff report to the commission and explained that there are two existing dwellings located on the property. The division of the lots would create a substandard lot Commissioner Salgado asked a question about the substandard lot being created and if they would have space for off street parking*

*Mrs. Pokrant showed on the draft plat the location of the existing off street parking spaces.*

*Commissioner Sanchez stated that he recently purchased land that was platted below the standard lot size. He said that it is not out of the ordinary in these areas of town.*

*Commissioner Salgado expressed concern about creating new substandard lots and that she is concerned that they are setting a precedent with this decision*

*Commissioner Sanchez stated that these decisions need to be made on a case by case basis and that these houses were both built in the 40's and 60's. He stated that with this in mind he didn't feel like they were setting a precedent.*

*Mrs. Pokrant stated that staff has drafted zoning regulations that would create a new zoning category that would permit a smaller lot size as are found in the older parts of town. She also mentioned that these houses were built prior to the development of the original zoning regulations.*

*There was further discussion on the zoning regulations*

*Lisa Cadena Craig spoke in favor of the request. She gave examples of new developments that were*

approved with smaller lot sizes. She mentioned that there are many of the lots in this neighborhood that are smaller than the required lots size and that this request would not change the character of the area.

There was further discussions on the rules and regulations and the character of the local area.

Commissioner Salgado asked if the owners were paying two separate property taxes for the two houses. It was answered that they were paying two separate property taxes and two separate utility bills for the houses.

Claudia Venegas spoke representing her aunt, Ulga P. Venegas. She stated that she was concerned about the letter and recommended that it be sent out to the community in Spanish and that it was very confusing on what the property owner wanted to do.

Diana Maldonado spoke in favor of the request on behalf of her parents, the applicants.

- c. **Zoning Change Appeal 14-03** Joe Ferguson & Sam Ferguson, Representing Callie Bertaud ORE Folio Mgr. Plains Capital Bank is Requesting a Zoning Change from Residential Single Family District (R-S) to Residential Multiple Family District. Property Description: Being a 1.921 acre tract out of a 4./62 acre tract out of and part of Surveys 5 & 6, Block 4, I&G.N.R.Y. Co. Val Verde County (1305 Kingsway).

Mrs. Pokrant presented the staff report to the commission

Commissioner Salgado asked if we have looked at how this project will affect the school

Mrs. Pokrant stated that staff does look at the impact on the schools and infrastructure. She stated that this property is so small that the impact to the area would be minimal.

Sam Ferguson spoke in favor of the request and gave additional information on the building they would like to construct. He stated that they would only be developing two four-plexes on the property.

Tony Cardenas who lives on Vista Park spoke with concerns about the traffic and drainage. He asked if there was anyone who sent in letters in opposition to the request and asked about the specific location of the request.

Mrs. Pokrant gave information of the letters sent in and showed Mr. Cardenas the project location

Mr. Cardenas then stated that he thought it was on the other side of the subdivision and that he didn't have any concerns with the request at this location.

Mr. Ferguson stated that they will be placing a fence around the property to block traffic from driving through the land.

5.

#### **OTHER BUSINESS**

#### **(ACTION MAY BE TAKEN ON THESE MATTERS)**

- a. Plat 14-01 Abner Martinez, P.E., Representing Gildardo R. Guerrero is Requesting a Replat Establishing Lots 19A & 19B, Block NDE 2, Cienegas Terrace out of Lot 19, Block NDE 2 Cienegas Terrace.

Motioned By: Boardmember J.P. Sanchez, Seconded by: Boardmember James Wilde

**Vote:** 3 - 0

- b. **Plat 14-02** Abner Martinez, P.E., Representing Teresa Maldonado is Requesting a Replat Establishing a Substandard Lot being Lots 1A & 1B, Block B, Perry Addition out of Lot 1, Block B, Perry Addition

Commissioner Wilde mentioned to the individuals that the Planning and Zoning Commission is just a recommendation, that the City Council will make the final decision the on the request.

Motioned By: Boardmember J.P. Sanchez, Seconded by: Boardmember James Wilde

**Vote:** 3 - 0

- c. Zoning Change Appeal 14-03 Joe Ferguson & Sam Ferguson, Representing Callie Bertaud ORE Folio Mgr. Plains Capital Bank is Requesting a Zoning Change from Residential Single Family District (R-S) to Residential Multiple Family District. Property Description: Being a 1.921 acre tract out of a 4.642 acre tract out of and part of Surveys 5 & 6, Block 4, I&G.N.R.Y. Co. Val Verde County (1305 Kingsway).

*Commissioner Wilde stated that if you look at the property that the proposed plans show the same number of dwelling units as if they were building single family dwellings.*

*Commissioner Salgado stated that she is in support of this request because the property is on a busy street, close to schools and the parks.*

Motioned By: Boardmember J.P. Sanchez, Seconded by: Boardmember James Wilde

**Vote:** 3 - 0

- d. **Preliminary Plat 14-01** Gary Glick Representing Lake Ridge Ranch L.P. Requesting a Preliminary Plat for the Lake Ridge Ranch Phase 5 Being 103.700 acres out of 541,216 acres, Tract 1, in Volume 1015, Page 289, of the Val Verde County Official Records, Val Verde, Texas.

*Janice Pokrant presented the staff report for this request.*

*Commissioner Salgado asked about the sewage facilities.*

*Mrs. Pokrant stated that the lots will be serviced by the on-site sewage facilities*

*Commissioner Salgado stated that she was concerned about water quality issues with the on-site sewage facilities.*

*Mrs. Pokrant informed the commission that this area lies within the Amistad Zoning Authority regulated area where the OSSF's are required to obtain a permit through the County office of Risk Management.*

*There was further discussion of the lots located within the floodplain.*

*Lt. Young, City Fire Inspector, stated concerns about the location of the fire hydrants and the amount of water generated through them should the City need to assist in fighting fires in this location. He stated that this is outside of the city and as such his comments to address the firefighting concerns are only a recommendation.*

*Commissioner Wilde stated that he is also concern about the water but stated that the lots are larger than your typical lots so the houses are placed further from each other which should help fires from spreading.*

*Commissioner Sanchez stated that the property is located outside of the city limits and as such these are our concerns, but these people purchase the land outside of the city limits and don't have the same level of services as the residents inside the city*

*Commissioner Salgado stated that her concern is that this property is located in the ETJ and could be annexed within the city limits at some point and would hate for the city to inherit these problems.*

Motioned By: Boardmember J.P. Sanchez, Seconded by: Boardmember James Wilde

**Vote:** 2 - 1

- e. **Plat 14-03** Abner Martinez, P.E., Representing John E. & Elizabeth Minney is requesting a Replat Establishing Lot A, Block C, Tanglewood Terrace Subdivision, out of Lots 12, 13, 14 & 15, Block C Tanglewood Terrace Subdivision, Del Rio, Texas

*Mrs. Pokrant presented the staff report to the commission.*

*Commissioner Wilde mentioned that they are correcting a problem and that the city is supportive.*

Motioned By: Boardmember J.P. Sanchez, Seconded by: Boardmember James Wilde

**Vote:** 3 - 0

6. ADJOURNMENT  
*The meeting was adjourned at 6:45 p.m.*

CITY OF DEL RIO  
PLANNING & ZONING COMMISSION  
COUNCIL CHAMBERS - CITY HALL  
109 WEST BROADWAY ST.

June 11, 2014  
5:30 P.M.

MINUTES

1. CALL TO ORDER

*The meeting was called to order at 5:34 p.m.*

2. ROLL CALL

Present: Chairperson Diana Salgado  
Boardmember James Wilde  
Boardmember Raul Padilla

Absent: Boardmember J.P. Sanchez  
Boardmember Adrian Falcon

3. APPROVAL OF MINUTES –

*March 12, 2014 minutes*

Motioned by: Boardmember Raul Padilla, Seconded by: Boardmember James Wilde

4. OPEN PUBLIC HEARING

- a. **Abandonment #14-01** Big Red Dog Engineering is requesting to Abandon the Alley off Veterans Blvd. between 2nd and 3rd St. (401 Veterans Blvd. and 411 Veterans Blvd.)  
*Janice Pokrant presented the staff recommendation to the commission  
Commissioner Padilla asked if they will be utilizing the entire block for development  
Mrs. Pokrant stated that they were. She then referred them to the staff recommendation in number 5a which describes a reduced fee for the abandonment of the alley to encourage the redevelopment of the area.  
Commissioner Salgado expressed concerns about the reduced fee should the project take a long time to be developed or if the new development does not happen. She also asked what would happen if the alley is abandoned and the project doesn't happen.  
Mrs. Pokrant stated that the land will then be held by the two existing property owners being Mr. Trevino and WestTex Capital. She also mentioned that the utility easement will be maintained until the redevelopment is started.  
Commissioner Wilde stated that AEP has the easement and they will make sure that their easement is retained and/or moved as needed.  
Commissioner Salgado asked how soon the development would start on this property  
Mrs. Pokrant stated that there was a representative of Big Red Dog to answer any questions by the commissioners  
Steve Lin, with Big Red Dog Engineering, stated that his company represents both the sellers and the buyers interest on the abandonment request. He stated that the purchase of the property is contingent on the alley abandonment and that they have already submitted the development plans for the new project. There was further discussion on the value of the alley and fees.*

5.

**OTHER BUSINESS**  
**(ACTION MAY BE TAKEN ON THESE MATTERS)**

- a. **Abandonment #14-01** Big Red Dog Engineering is requesting to Abandon the Alley off Veterans Blvd. between 2nd and 3rd St. (401 Veterans Blvd. and 411 Veterans Blvd.)

Motioned by: Boardmember James Wilde, Seconded by: Boardmember Raul Padilla

- b. **Plat #14-02** Big Red Dog Engineering Representing Aaron L. Trevino and WestTex Capital Establishing Lot A, Block 77, First Railroad Addition out of Lots 1, 2, 3, 4 and 5 Block 21 and Lots 1, 2, 3, 4, 8, 9 and 10 of Block 77 and the alley running through the properties between Veterans and Avenue G.

*Janice Pokrant presented the staff report to the commissioners*

Motioned by: Boardmember James Wilde, Seconded by: Boardmember Raul Padilla

6. ADJOURNMENT

*The meeting was adjourned at 5:47 p.m.*

**Planning & Zoning Commission**

**4. a.**

**Meeting Date:** 07/09/2014

**Submitted By:** Janice Pokrant, Engineering Department

**Information**

**SUBJECT:**

**Zoning Change Appeal #14-04** Abner Martinez, P.E., Representing Bart Cordell is requesting a Zoning Change from Industrial (I) to Local Commercial District (C-1) . Property Description: Being 3.93 acres out of a 10.24 acre tract of land out of Survey 2, Block 4, Abstract 1041, I&GNRY Co. and Survey 162, Abstract 142, F. Canales Val Verde County (1100 West 2nd St.).

**BACKGROUND:**

**NOTIFICATIONS:**

Advertised Commission Hearing Date: July 9, 2014  
Advertised Council Hearing Date: July 22, 2014  
Property Owner Notices Mailed: 60  
Letters in Support: None Submitted Yet  
Letters in Opposition: None Submitted Yet  
Letter with No Comment: None Submitted Yet  
Inquiry Contacts: 2

**ADJACENT LAND USES:**

DIRECTION / ZONING / LAND USE  
North / R-S / Park & Single Family Residential  
South / Agriculture / Cienegas Road and Railroad Right-of-way  
East / I / Vacant Land, Commercial & Single Family Residential  
West / R-S / Single Family Residential

**DEVELOPMENT HISTORY:**

Annexation:1934  
A previous zoning request was denied in 2007 for a change in zoning from Industrial to Residential Single Family District

**DISCUSSION:**

The applicant is requesting to change the zoning from Industrial to Local Commercial District to allow for a broader spectrum of uses to be developed on the property. There is city parkland and residential uses to the north of the property that is zoned Residential Single Family; Val Verde County right-of-way and railroad right-of-way to the south, and land zoned Agricultural; residential single family dwellings west of the subject property zoned Residential Single Family; and both commercial and residential uses to the west of this property zoned Industrial. With these land uses and zoning designations in mind, the designation of Local Commercial District would be an appropriate buffer between the Residential Single Family Zoning and the Industrial Zoned properties.

Local Commercial District allows for the following uses:

- Any Use allowed in the Residential Multiple Family District, which in turn allows for any use permitted in the Residential Single Family District
- Sale of goods and products at retail excepting automobiles, trailers, mobile homes, motorcycles, farm equipment and machinery and earth-moving and heavy construction equipment
- Shops for repair and servicing of bicycles, typewriters, electrical radio and television appliances, keys and similar articles.
- Dressmaking, millinery, tailoring, shoe repair, laundry, dry-cleaning and similar trades.

Banks.

Animal hospitals and clinics where there are no open kennels.

Commercial schools.

Undertaking establishments.

Commercial parking lots.

Bowling alleys and other indoor commercial recreation.

Motels and hotels.

Theaters, but not drive-in.

Signs (advertising) used in connection with and on the same lot as the establishment to which they refer. No flashing or revolving lighting devices shall be permitted.

**PROS:**

NA - Public Hearing

**CONS:**

NA - Public Hearing

**RECOMMENDATION:**

NA - Public Hearing

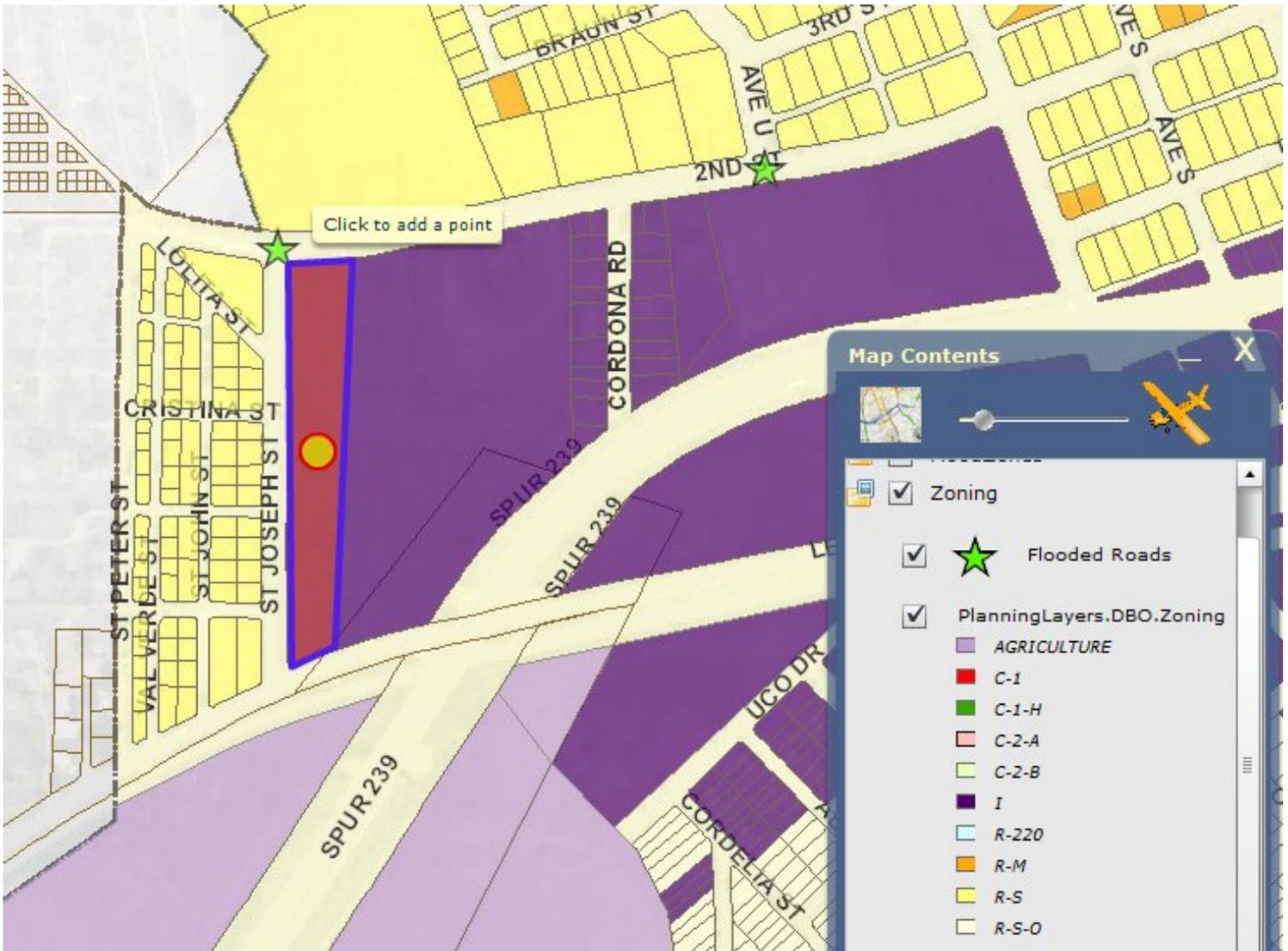
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**Attachments**

Zoning Map 14-04

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# Zoning Map Appeal #14-04



**Planning & Zoning Commission**

**4. b.**

**Meeting Date:** 07/09/2014

**Submitted By:** Janice Pokrant, Engineering Department

**Information**

**SUBJECT:**

**Zoning Change Appeal #14-05** Abner Martinez, P.E., Representing Bart Cordell is requesting a Zoning Change from Industrial (I) to Residential Single Family District (R-S). Property Description: Lots 9 & 10, Chico Addition (115 & 117 Cordona St.)

**BACKGROUND:**

**NOTIFICATIONS:**

Advertised Commission Hearing Date: July 9, 2014  
Advertised Council Hearing Date: July 22, 2014  
Property Owner Notices Mailed: 25  
Letters in Support: None Submitted Yet  
Letters in Opposition: None Submitted Yet  
Letter with No Comment: None Submitted Yet  
Inquiry Contacts: 1

**ADJACENT LAND USES:**

DIRECTION / ZONING / LAND USE  
North / I & R-S / Single Family Residential  
South / I / Vacant Land & TxDOT ROW  
East / I / Single Family Residential & Commercial  
West / I / Vacant & Commercial

**DEVELOPMENT HISTORY:**

Annexation:1934

**DISCUSSION:**

This property owner would like to construct a new single family dwelling on these lots. The current zoning of the property is Industrial which prohibits any buildings for residential use except for caretakers or similar personnel. The properties surrounding these lots are all zoned Industrial including the large vacant land to the west of the subject property. There is an empty lot to the south of this property owned by TxDOT. The houses in this area were built in the 1950's and 1960's.

**Section 30-149. - Existing residential uses. of the Del Rio Municipal Code states:**

*Residential uses existing within an I District at the time of adoption of this chapter or subsequent design of an I District shall not be considered as nonconforming uses. The reconstruction, alteration, repair or expansion of any such residential use shall comply with the area regulations and height regulations as set forth in the R-M District Regulations. No reconstruction, alteration, repair or expansion of any existing or destroyed single-family residence or two-family residence shall increase the number of dwelling units upon a lot in excess of the quantity present at the time such lot became subject to the I District regulations.  
(Code 1962, 11-9-4)*

**PROS:**

NA - Public Hearing

**CONS:**

NA - Public Hearing

**RECOMMENDATION:**

NA - Public Hearing

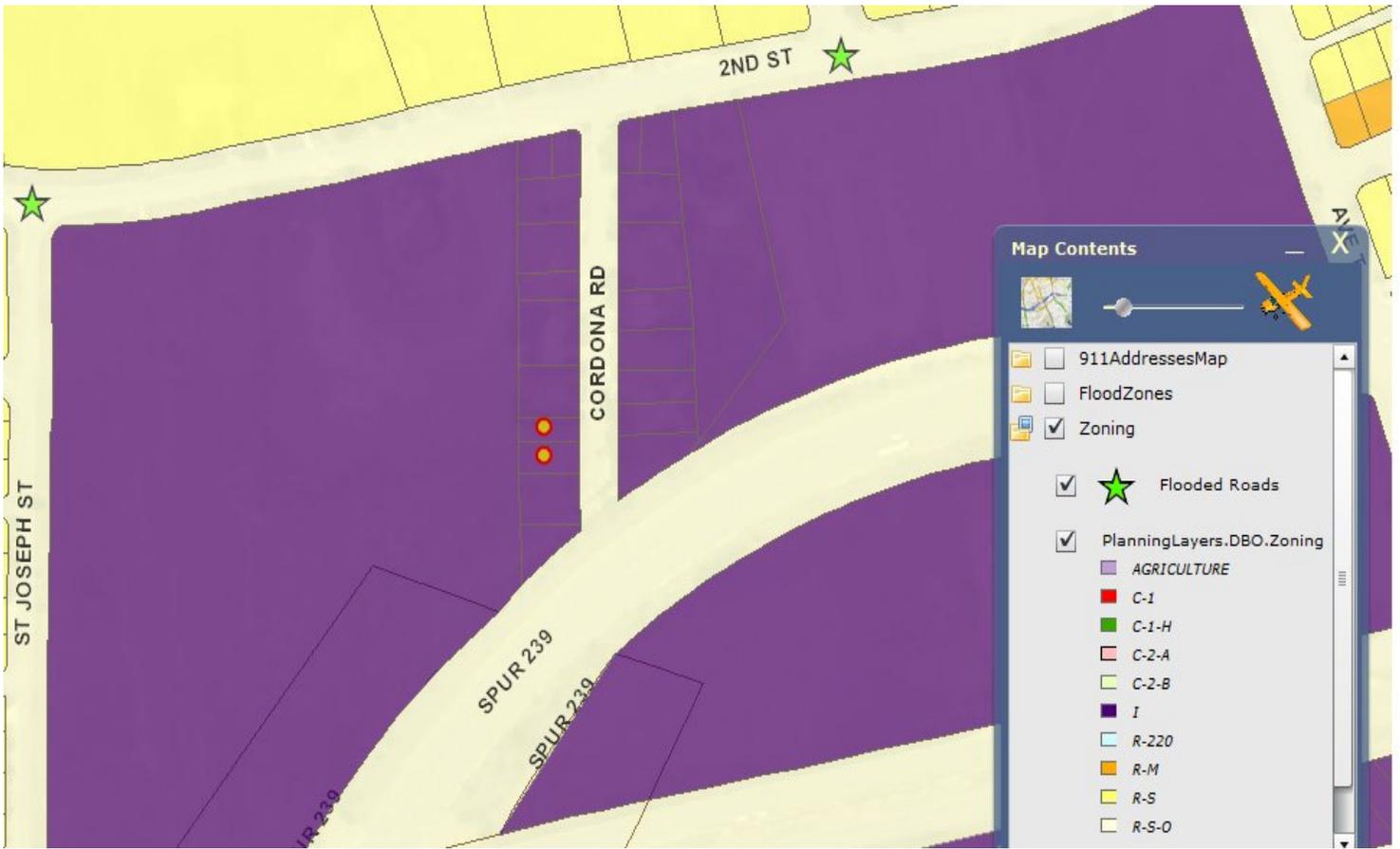
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**Attachments**

Zoning Map #14-05

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# Zoning Map Appeal #14-05



**Planning & Zoning Commission**

**5. a.**

**Meeting Date:** 07/09/2014

**Submitted By:** Janice Pokrant, Engineering Department

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**Information**

**SUBJECT:**

**Zoning Change Appeal #14-04** Abner Martinez, P.E., Representing Bart Cordell is requesting a Zoning Change from Industrial (I) to Local Commercial District (C-1). Property Description: Being 3.93 acres out of a 10.24 acre tract of land out of Survey 2, Block 4, Abstract 1041, I&GNRY Co. and Survey 162, Abstract 142, F. Canales Val Verde County (1100 West 2nd St.).

**BACKGROUND:**

**NOTIFICATIONS:**

Advertised Commission Hearing Date: July 9, 2014

Advertised Council Hearing Date: July 22, 2014

Property Owner Notices Mailed: 60

Letters in Support: None Submitted Yet

Letters in Opposition: None Submitted Yet

Letter with No Comment: None Submitted Yet

Inquiry Contacts: 2

**ADJACENT LAND USES:**

**DIRECTION / ZONING / LAND USE**

North / R-S / Park & Single Family Residential

South / Agriculture / Cienegas Road and Railroad Right-of-way

East / I / Vacant Land, Commercial & Single Family Residential

West / R-S / Single Family Residential

**DEVELOPMENT HISTORY:**

Annexation:1934

A previous zoning request was denied in 2007 for a change in zoning from Industrial to Residential Single Family District

**DISCUSSION:**

The applicant is requesting to change the zoning from Industrial to Local Commercial District to allow for a broader spectrum of uses to be developed on the property. There is city parkland and residential uses to the north of the property that is zoned Residential Single Family; Val Verde County right-of-way and railroad right-of-way to the south, and land zoned Agricultural; residential single family dwellings west of the subject property zoned Residential Single Family; and both commercial and residential uses to the west of this property zoned Industrial. With these land uses and zoning designations in mind, the designation of Local Commercial District would be an appropriate buffer between the Residential Single Family Zoning and the Industrial Zoned properties.

Local Commercial District allows for the following uses:

Any Use allowed in the Residential Multiple Family District, which in turn allows for any use permitted in the Residential Single Family District

Sale of goods and products at retail excepting automobiles, trailers, mobile homes, motorcycles, farm equipment and machinery and earth-moving and heavy construction equipment

Shops for repair and servicing of bicycles, typewriters, electrical radio and television appliances, keys and similar articles.

Dressmaking, millinery, tailoring, shoe repair, laundry, dry-cleaning and similar trades.

Banks.

Animal hospitals and clinics where there are no open kennels.

Commercial schools.

Undertaking establishments.

Commercial parking lots.

Bowling alleys and other indoor commercial recreation.

Motels and hotels.

Theaters, but not drive-in.

Signs (advertising) used in connection with and on the same lot as the establishment to which they refer. No flashing or revolving lighting devices shall be permitted.

**PROS:**

Approving this request will allow the property owner to utilize a more diverse list of uses when they start devising plans for the development of the property and will create a buffer between the residential and industrial zoned properties.

**CONS:**

Approving this request will remove the ability for the property owner to develop the land with any type of intense commercial use or industrial use.

**RECOMMENDATION:**

Staff recommends approval of the request to rezone the property from Industrial (I) to Local Commercial District (C-1).

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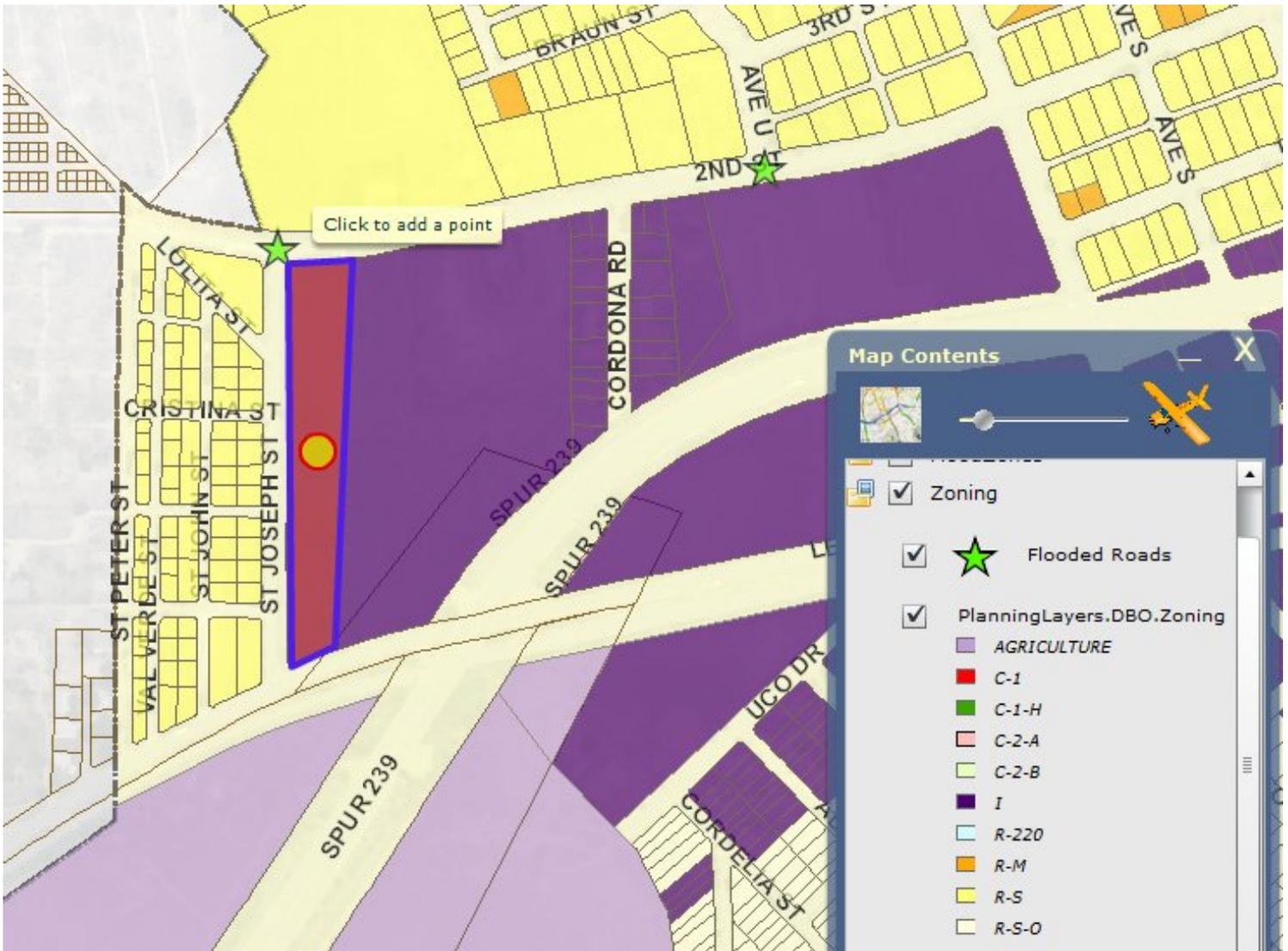
**Attachments**

Zoning Map 14-04

14-04 App Package

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# Zoning Map Appeal #14-04



CITY OF DEL RIO, TEXAS  
PLANNING AND ZONING COMMISSION  
ZONING APPLICATION  
114 WEST MARTIN  
DEL RIO, TEXAS 78840  
FAX (830) 703-5305  
(830) 774-8553

Appeal No. 14-04  
Deadline \_\_\_\_\_  
Date of Hearing 7-9-14 @ 5:30  
Date Received 6-17-14  
Filing Fee \_\_\_\_\_  
Date of Action \_\_\_\_\_  
Action \_\_\_\_\_

**Purpose:**

The application process is the initial stage for requesting a change in zoning classification to the Planning and Zoning Commission and the Del Rio City Council as defined by Section 30-273 of the Code of Ordinances for the City of Del Rio, Texas.

**Applicant:**

Name Abner Martinez, P.E.  
Address 501 E. Garfield St.  
City Del Rio, Texas 78840  
Phone (830) 775-4579  
E-Mail acs@rgv.twcbc.com

**Representing:**

Name Mr. Bart Cordell  
Address 5218 W. Highway 90  
City Del Rio, Texas 78840  
Phone (830) 422-9396  
E-Mail \_\_\_\_\_

**Request:**

Zoning Change from Industrial to Commercial C - 1  
Proposed Use Commercial C-1

**Property Description:**

Street Address Saint Joseph Street, limited by 2nd St. and Lot Size 3.93 Acres  
Lot Number Cienegas Road Zoning District Industrial  
Block Number N/A  
Addition Survey 2, Abstract 1041 and Survey 162, Abstract 142

- Please attach a copy of your deed to the property. If you are currently purchasing the property, please include a copy of your contract for the purchase of the property. Also include with your application a copy of any and all restrictive covenants pertaining to the property to be rezoned.

**Appeal:**

Why do you believe that the approval of this request would be in harmony (similar use) with the character of the neighborhood? \_\_\_\_\_

Lots and tracts in the area have different uses, some non-conforming

Why do you believe that the approval of this request would not be detrimental to the property or persons in the neighborhood?

For the reason stated above

Why do you believe that there is a need in this area for the uses that would be allowed under this proposed zoning change?

Commercial designated zone will allow more uses than Industrial Zone designation

**History:**

Previous Application/Appeal Filed? ( ) Yes (X) No

Date \_\_\_\_\_

Results of Appeal \_\_\_\_\_

**Lienholder:**

Is the property burdened by a lien of any nature? No  
 If so, describe the lien and give the name and address of lienholder and secure their consent to the requested zoning change with their signature.

**Other:**

Interest in the property? (Owner, Agent, Lessee, ect.) \_\_\_\_\_

Approximate cost of work involved? None at this time

Include a schematic drawing of the site.

**To the Applicant:**

A fee of \$ \_\_\_\_\_ to defray the part of the costs of processing the application and holding the public hearing is required by City Ordinance. Such fee must be paid to the City of Del Rio at the time that this application is submitted. One-half (1/2) of the fee will be returned if the applicant decides to terminate the application and the public hearing notices have NOT been sent out.

I, Abner Martinez, understand the above requirements and have read them thoroughly and my statements are true and correct.

Lienholders (if any)

*[Handwritten Signature]*  
Applicant

**AFFIDAVIT OF OWNERSHIP**

THE STATE OF TEXAS ) (

COUNTY OF VAL VERDE ) (

Before me, the undersigned authority,

Abner Martinez

*Name of Applicant*

Personally appeared, and upon being duly sworn by me, stated and deposed under oath that he/she is the true owner of the above described real property, or is the duly authorized agent for the true owner of the above described real property and have filed this application on behalf of said owner.

*[Handwritten Signature]*

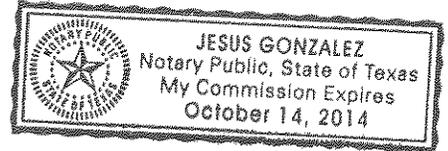
SUBSCRIBED AND SWORN to before me this  
Signature of Applicant

17 day of June, 2014.

*[Handwritten Signature]*

Notary Public

My Commission Expires: October 14, 2014



**FEES**

<b>Zoning Changes</b>	
Less than 1 acre to 25 acres	\$200.00
25 acres and above	\$400.00

Zoning Applicants will not be entitled to a refund if notice has been published in the newspaper as required by the City of Del Rio Code of Ordinances

**FOR CITY USE ONLY**

Date \_\_\_\_\_ Invoice Number \_\_\_\_\_ Check or Money Order Number: \_\_\_\_\_

Application \_\_\_\_\_ Approved \_\_\_\_\_ Denied Date \_\_\_\_\_



## **PUBLIC HEARING NOTICE**

Notice is hereby given that a Public Hearing will be conducted by the City of Del Rio Planning and Zoning Commission in the Council of Chambers at City Hall, 109 West Broadway on **Wednesday, the 9<sup>th</sup> of July 2014 at 5:30 p.m.**, and by the City Council on **Tuesday, the 22<sup>nd</sup> of July 2014 at 6:30 p.m.**, for the purpose of hearing comments on the following requests:

**Zoning Change Appeal # 14-04** Abner Martinez, P.E., Representing Bart Cordell is requesting a Zoning Change from Industrial (I) to Local Commercial District. Property Description: Being 3.93 acre out of a 10.24 acre tract of land out of Survey 2, Block 4, Abstract 1041, I&GNRY Co. and Survey 162, Abstract 142, F. Canales Val Verde County (1100 West 2<sup>nd</sup> St.).

**Zoning Change Appeal # 14-05** Abner Martinez, P.E., Representing Bart Cordell is requesting a Zoning Change from Industrial (I) to Residential Single Family District (R-S). Property Description: Lots 9 & 10, Chico Addition (115 & 117 Cordona St.).

## **HANDICAPPED ACCESSIBLE LOCATION**

**Please publish once Sunday, June 22, 2014.**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER. 00283718

DRT 140124EC

### WARRANTY DEED

**Date:** May 20, 2014

**Grantor:** JESUS ALBERTO RAMON

**Grantor's Mailing Address:**

223 Quanah Pass  
Del Rio, Texas 78840  
Val Verde County

**Grantee:** BART CORDELL

**Grantee's Mailing Address:**

5218 Highway 90 West  
Del Rio, Texas 78840  
Val Verde County

**Consideration:**

The sum of TEN AND NO/100 DOLLARS (\$10.00) plus other good and valuable consideration has been paid, in cash, the receipt of which is hereby acknowledged.

**Property (including any improvements):**

Situated in Val Verde County, Texas, and being 10.24 acres, more or less, out of a call called 10.77 acres tract of land out of Survey 2, Block 4, Abstract 1041, I & G.N. Ry. Co., and Survey 162, Abstract 142, F. Canales, same being out of and a part of that certain 12.38 acre tract of land as described in Trustee's Deed dated April 5, 1977 recorded in Volume 313, Page 314 of the Deed Records of Val Verde County, Texas **SAVE AND EXCEPT** that 1.61 acre tract as described in deed from Harley J. Madison, et ux to the State of Texas dated August 11, 1992, recorded in Volume 565, Page 804 of the Official Public Records of Val Verde County, Texas; and being the same property conveyed to Jesus Alberto Ramon by Deed dated May 3, 2002 executed by Harley J. Madison Jr., Norma Leigh Foskett and Jeanette Eileen Binger filed and recorded in Volume 808, Page 857-861, Official Public Records, Val Verde County, Texas. Said property being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof.

**Reservations from Conveyance:** None

**Exceptions to Conveyance and Warranty:**

- a. Easement dated June 24, 1992 granted to City of Del Rio recorded in Volume 562, Pages 649-652, Official Public Records, Val Verde County, Texas.
- b. Easement dated May 9, 1994 granted to City of Del Rio recorded in Volume 597, Pages 832, Official Public Records, Val Verde County, Texas.

**Conveyance Clause:**

Grantor, for the consideration and subject to the reservations from conveyance and the exceptions to conveyance and warranty, GRANTS, SELLS AND CONVEYS to Grantee, the property together with all and singular the rights and appurtenances thereto in anyway belonging, to have and to hold to Grantee and Grantee's heirs and assigns forever.

**Habendum Clause:**

Grantor binds Grantor and Grantor's heirs and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's heirs and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from and Exceptions to Conveyance and Warranty.

Ad valorem taxes for the year 2014 have been prorated between the parties and are hereby assumed by Grantee herein.

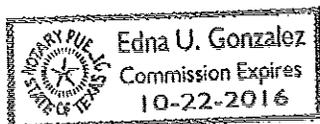
When the context requires, singular nouns and pronouns include the plural.

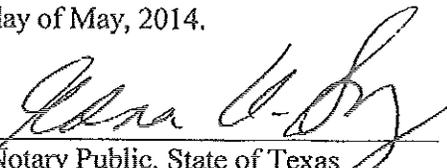
  
 \_\_\_\_\_  
 JESUS ALBERTO RAMON

STATE OF TEXAS                   §  
   §  
 COUNTY OF VAL VERDE       §

Before me, the undersigned, a Notary Public, on this day personally appeared JESUS ALBERTO RAMON, proved to me through proper identification to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 20<sup>th</sup> day of May, 2014.



  
 \_\_\_\_\_  
 Notary Public, State of Texas

## FIELD NOTES DESCRIPTION FOR 10.24 ACRE TRACT

Situated in Val Verde County, Texas, and being 10.24 acres, more or less, out of Survey 2, Block 4, Abstract 1041, I & G. N. Ry. Co., and Survey 162, Abstract 142, F. Canales, same being out of and a part of that certain 12.38 acre tract of land as described in Trustee's Deed dated April 5, 1977 recorded in Volume 313, Page 314 of the Deed Records of Val Verde County, Texas, Save and Except that 1.61 acre tract as described in deed from Harley J. Madison, et ux to the State of Texas dated August 11, 1992, recorded in Volume 565, Page 804, of the Official Public Records of Val Verde County, Texas; and being the same property conveyed to Jesus Alberto Ramon by Deed dated May 3, 2002 executed by Harley J. Madison Jr., Norma Leigh Foskett and Jeanette Eileen Binger filed and recorded in Volume 808, Page 857-861, Official Public Records, Val Verde County, Texas. Said 10.24 acres being more particularly described by metes and bounds as follows:

Beginning at a 1/2" iron pin found in the south line of 2<sup>nd</sup> Street for the northwest corner of 4.0 acre tract of land as described in Deed from Harley Madison et ux to Harold W. Timmons et ux of record in Volume 266, Pages 165-167 of the Deed Records of Val Verde County, Texas and for the most northerly northeast corner of this tract;

Thence, S. 00° 18' 29" W. 448.37 ft., to a 5/8" iron pin set for a corner of this tract;

Thence, N. 79° 26' 08" E. 409.15 ft., to a 5/8" iron pin set for a corner of this tract;

Thence, S. 00° 01' 01" W. 46.65 ft., to a found right-of-way concrete monument on the northwest line of Spur 239 for a corner of this tract;

Thence, S. 38° 44' 40" W. 464.95 ft., to a found right-of-way concrete monument on the northwest line of Spur 239 for a corner of this tract;

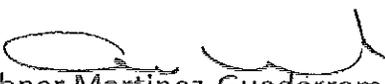
Thence, S. 36° 56' 00" W. 287.85 ft., to a 5/8" iron pin set in the north right-of-way line of Cienegas Road for a corner of this tract;

Thence, S. 75° 14' 14" W. 289.33 ft., continuing along said north right-of-way line of Cienegas Road to a 1/2" iron pin found in the intersection of Cienegas Road and the east right-of-way line of St, Joseph Street for a corner of this tract;

Thence, N. 00° 13' 35" E. 1022.66 ft., continuing along said right-of-way line of St. Joseph Street to a 5/8" iron pin set in the intersection of St. Joseph Street with the south right-of-way line of 2<sup>nd</sup> Street for a corner of this tract;

Thence, N. 79° 22' 11" E. 345.83 ft., along the south right-of-way line of 2<sup>nd</sup> Street to the Place of Beginning and containing 10.24 acre of land more or less in Val Verde County, Texas.

Del Rio, Texas, May 14, 2014

  
Abner Martinez-Guadarrama

R.P.L.S. # 5009, Texas



00283718

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS  
On: May 20, 2014 at 03:01P

Document Number: 00283718  
Receipt# - 113656  
Amount 34.00

Generosa Gracia-Ramon  
County Clerk, Val Verde County

By: *[Signature]* Deputy  
yvonne Avila

STATE OF TEXAS COUNTY OF VAL VERDE

I hereby certify that this instrument  
was filed on the date and time stamped  
hereon by me and was duly recorded  
in the OFFICIAL PUBLIC RECORDS  
of Val Verde County.

May 20, 2014 03:01P

Generosa Gracia-Ramon  
County Clerk, Val Verde County

By: *[Signature]*



# Val Verde CAD

## Property Search Results > 14464 RAMON JESUS ALBERTO for Year 2014

### Property

#### Account

Property ID: 14464      Legal Description: A1041 ABST 1041 SURVEY 2 I & G N RY, BLOCK 4261, TRACT 1041, ACRES 4.39

Geographic ID: 1041-0002-0090      Agent Code:

Type: Real

Property Use Code:

Property Use Description:

#### Location

Address: W 2ND ST TX      Mapsco:

Neighborhood: (1041)      Map ID:

Neighborhood CD: 1041

#### Owner

Name: RAMON JESUS ALBERTO      Owner ID: 54789

Mailing Address: P O BOX 10      % Ownership: 100.0000000000%

DEL RIO, TX 78841-0010

Exemptions:

### Values

(+) Improvement Homesite Value:	+	N/A	
(+) Improvement Non-Homesite Value:	+	N/A	
(+) Land Homesite Value:	+	N/A	
(+) Land Non-Homesite Value:	+	N/A	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	N/A	N/A
(+) Timber Market Valuation:	+	N/A	N/A
-----			
(=) Market Value:	=	N/A	
(-) Ag or Timber Use Value Reduction:	-	N/A	
-----			
(=) Appraised Value:	=	N/A	
(-) HS Cap:	-	N/A	
-----			
(=) Assessed Value:	=	N/A	

### Taxing Jurisdiction

Owner: RAMON JESUS ALBERTO

% Ownership: 100.0000000000%

Total Value: N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	Central Appraisal District	N/A	N/A	N/A	N/A
CD	CITY OF DEL RIO, TEXAS	N/A	N/A	N/A	N/A
G233	VAL VERDE COUNTY	N/A	N/A	N/A	N/A
HOS	VAL VERDE REGIONAL MEDICAL CENTER	N/A	N/A	N/A	N/A
RFM	FARM-TO-MARKET	N/A	N/A	N/A	N/A
SD	SAN FELIPE DEL RIO CISD	N/A	N/A	N/A	N/A

Total Tax Rate:	N/A	Taxes w/Current Exemptions:	N/A
		Taxes w/o Exemptions:	N/A

**Improvement / Building**

No improvements exist for this property.

**Land**

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	STW	SMALL TRACT WEST	4.3900	174240.00	0.00	0.00	N/A	N/A

**Roll Value History**

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2014	N/A	N/A	N/A	N/A	N/A	N/A
2013	\$0	\$16,680	0	16,680	\$0	\$16,680
2012	\$0	\$16,680	0	16,680	\$0	\$16,680
2011	\$0	\$16,680	0	16,680	\$0	\$16,680
2010	\$0	\$16,680	0	16,680	\$0	\$16,680
2009	\$0	\$16,680	0	16,680	\$0	\$16,680
2008	\$0	\$16,680	0	16,680	\$0	\$16,680
2007	\$0	\$16,680	0	16,680	\$0	\$16,680
2006	\$0	\$16,680	0	16,680	\$0	\$16,680
2005	\$0	\$16,680	0	16,680	\$0	\$16,680
2004	\$0	\$16,680	0	16,680	\$0	\$16,680
2003	\$0	\$16,680	0	16,680	\$0	\$16,680
2002	\$0	\$16,680	0	16,680	\$0	\$16,680
2001	\$0	\$16,680	0	16,680	\$0	\$16,680
2000	\$0	\$16,680	0	16,680	\$0	\$16,680
1999	\$0	\$16,680	0	16,680	\$0	\$16,680
1998	\$0	\$16,680	0	16,680	\$0	\$16,680
1997	\$0	\$16,680	0	16,680	\$0	\$16,680
1996	\$0	\$16,680	0	16,680	\$0	\$16,680
1995	\$0	\$16,680	0	16,680	\$0	\$16,680

**Deed History - (Last 3 Deed Transactions)**

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	5/6/2002 12:00:00 AM	WD	WARRANTY DEED	MADISON ZELMA	RAMON JESUS ALBERTO	808	857-861	0
2	11/26/1996 12:00:00 AM	OT	Other	MADISON HARLEY & ZELMA	MADISON ZELMA	651	877	

Questions Please Call (830) 774-4602

This year is not certified and ALL values will be represented with "N/A".

# Val Verde CAD

## Property Search Results > 12663 RAMON JESUS ALBERTO for Year 2014

### Property

#### Account

Property ID: 12663      Legal Description: A0142 ABST 0142 SUR 162 F. CANALES, BLOCK 82, TRACT 142, ACRES 6.32  
 Geographic ID: 0142-0162-0130      Agent Code:  
 Type: Real  
 Property Use Code:  
 Property Use Description:

#### Location

Address: W 2ND ST TX      Mapsco:  
 Neighborhood: (0142)      Map ID: PLAT  
 Neighborhood CD: 0142

#### Owner

Name: RAMON JESUS ALBERTO      Owner ID: 54789  
 Mailing Address: P O BOX 10      % Ownership: 100.0000000000%  
 DEL RIO, TX 78841-0010  
 Exemptions:

### Values

(+) Improvement Homesite Value:	+	N/A	
(+) Improvement Non-Homesite Value:	+	N/A	
(+) Land Homesite Value:	+	N/A	
(+) Land Non-Homesite Value:	+	N/A	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	N/A	N/A
(+) Timber Market Valuation:	+	N/A	N/A
-----			
(=) Market Value:	=	N/A	
(-) Ag or Timber Use Value Reduction:	-	N/A	
-----			
(=) Appraised Value:	=	N/A	
(-) HS Cap:	-	N/A	
-----			
(=) Assessed Value:	=	N/A	

### Taxing Jurisdiction

Owner: RAMON JESUS ALBERTO  
 % Ownership: 100.0000000000%  
 Total Value: N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	Central Appraisal District	N/A	N/A	N/A	N/A
CD	CITY OF DEL RIO, TEXAS	N/A	N/A	N/A	N/A
G233	VAL VERDE COUNTY	N/A	N/A	N/A	N/A
HOS	VAL VERDE REGIONAL MEDICAL CENTER	N/A	N/A	N/A	N/A
RFM	FARM-TO-MARKET	N/A	N/A	N/A	N/A
SD	SAN FELIPE DEL RIO CISD	N/A	N/A	N/A	N/A

Total Tax Rate:	N/A	Taxes w/Current Exemptions:	N/A
		Taxes w/o Exemptions:	N/A

**Improvement / Building**

No improvements exist for this property.

**Land**

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	STW	SMALL TRACT WEST	6.3200	261360.00	0.00	0.00	N/A	N/A

**Roll Value History**

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2014	N/A	N/A	N/A	N/A	N/A	N/A
2013	\$0	\$24,020	0	24,020	\$0	\$24,020
2012	\$0	\$24,020	0	24,020	\$0	\$24,020
2011	\$0	\$24,020	0	24,020	\$0	\$24,020
2010	\$0	\$24,020	0	24,020	\$0	\$24,020
2009	\$0	\$24,020	0	24,020	\$0	\$24,020
2008	\$0	\$24,020	0	24,020	\$0	\$24,020
2007	\$0	\$24,020	0	24,020	\$0	\$24,020
2006	\$0	\$24,020	0	24,020	\$0	\$24,020
2005	\$0	\$24,020	0	24,020	\$0	\$24,020
2004	\$0	\$24,020	0	24,020	\$0	\$24,020
2003	\$0	\$24,020	0	24,020	\$0	\$24,020
2002	\$0	\$24,020	0	24,020	\$0	\$24,020
2001	\$0	\$24,020	0	24,020	\$0	\$24,020
2000	\$0	\$24,020	0	24,020	\$0	\$24,020
1999	\$0	\$24,020	0	24,020	\$0	\$24,020
1998	\$0	\$24,020	0	24,020	\$0	\$24,020
1997	\$0	\$24,020	0	24,020	\$0	\$24,020
1996	\$0	\$24,020	0	24,020	\$0	\$24,020
1995	\$0	\$24,020	0	24,020	\$0	\$24,020

**Deed History - (Last 3 Deed Transactions)**

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	5/6/2002 12:00:00 AM	WD	WARRANTY DEED	MADISON ZELMA	RAMON JESUS ALBERTO	808	857-861	0
2	11/25/1996 12:00:00 AM	OT	Other	MADISON HARLEY	MADISON ZELMA	651	881	

Questions Please Call (830) 774-4602

This year is not certified and ALL values will be represented with "N/A".

**Maria Perez**

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**From:** MRGDC DelRio911Office <troy.mcgonagill@mrgdc.org>  
**Sent:** Wednesday, June 18, 2014 2:07 PM  
**To:** Maria Perez  
**Subject:** 9-1-1 Regional Planning

Greetings Maria!

The tract of land on the corner of W 2ND ST and ST JOSEPH ST has tentative address of 1100 W 2ND ST, DEL RIO, TX 78840

Thank you for your cooperation and feel free to contact me if I can be of any assistance. Have a great day!

Respectfully,  
Troy McGonagill  
911 Regional Planning/Systems & Equipment Technician  
Middle Rio Grande Development Council  
1927 N. Bedell Avenue  
Del Rio, Texas  
830.774.4741 ext. 24025  
830.775.4550 fax  
Counties Covered: EDWARDS, KINNEY, VAL VERDE

**Planning & Zoning Commission**

**5. b.**

**Meeting Date:** 07/09/2014

**Submitted By:** Janice Pokrant, Engineering Department

**Information**

**SUBJECT:**

**Zoning Change Appeal #14-05** Abner Martinez, P.E., Representing Bart Cordell is requesting a Zoning Change from Industrial (I) to Residential Single Family District (R-S). Property Description: Lots 9 & 10, Chico Addition (115 & 117 Cordona St.)

**BACKGROUND:**

**NOTIFICATIONS:**

Advertised Commission Hearing Date: July 9, 2014  
Advertised Council Hearing Date: July 22, 2014  
Property Owner Notices Mailed: 25  
Letters in Support: None Submitted Yet  
Letters in Opposition: None Submitted Yet  
Letter with No Comment: None Submitted Yet  
Inquiry Contacts: 1

**ADJACENT LAND USES:**

DIRECTION / ZONING / LAND USE  
North / I & R-S / Single Family Residential  
South / I / Vacant Land & TxDOT ROW  
East / I / Single Family Residential & Commercial  
West / I / Vacant & Commercial

**DEVELOPMENT HISTORY:**

Annexation:1934

**DISCUSSION:**

This property owner would like to construct a new single family dwelling on these lots. The current zoning of the property is Industrial which prohibits any buildings for residential use except for caretakers or similar personnel. The properties surrounding these lots are all zoned Industrial including the large vacant land to the west of the subject property. There is an empty lot to the south of this property owned by TxDOT. The houses in this area were built in the 1950's and 1960's.

**Section 30-149. - Existing residential uses. of the Del Rio Municipal Code states:**

*Residential uses existing within an I District at the time of adoption of this chapter or subsequent design of an I District shall not be considered as nonconforming uses. The reconstruction, alteration, repair or expansion of any such residential use shall comply with the area regulations and height regulations as set forth in the R-M District Regulations. No reconstruction, alteration, repair or expansion of any existing or destroyed single-family residence or two-family residence shall increase the number of dwelling units upon a lot in excess of the quantity present at the time such lot became subject to the I District regulations.  
(Code 1962, 11-9-4)*

**PROS:**

Approving this request would allow for new development in this area which would be an improvement for the area that has not had a lot of new development.

**CONS:**

Approving this request would allow for an additional incompatible use should the area be developed and/or redeveloped.

**RECOMMENDATION:**

Staff recommends denial of the requested rezoning. All of the adjacent properties in the area are currently zoned Industrial which would result in incompatible uses should they be developed and/or redeveloped with certain commercial or industrial uses.

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**Attachments**

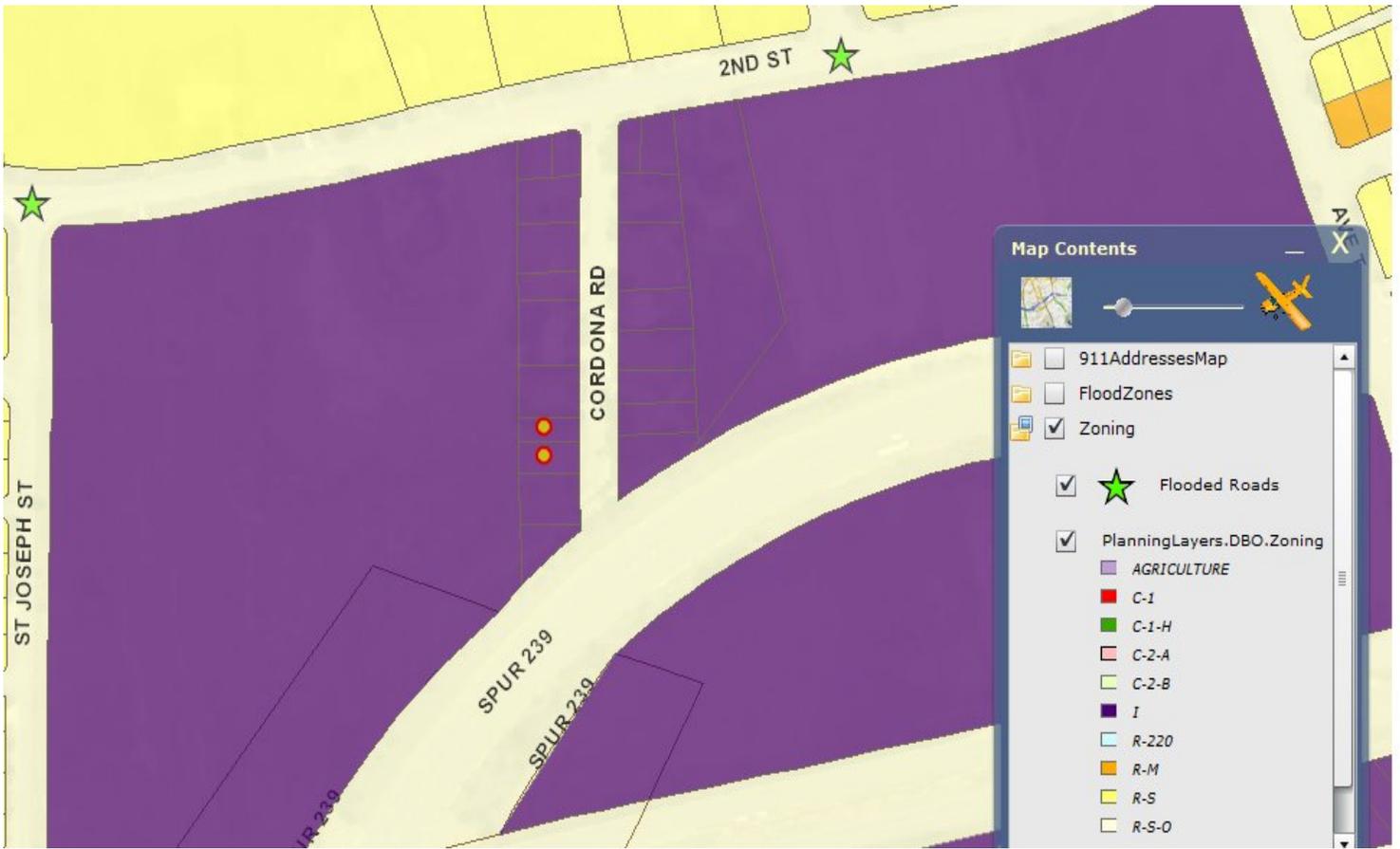
Zoning Map #14-05

App Package #14-05

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# Zoning Map Appeal #14-05



201069473

CITY OF DEL RIO, TEXAS  
PLANNING AND ZONING COMMISSION  
ZONING APPLICATION  
114 WEST MARTIN  
DEL RIO, TEXAS 78840  
FAX (830) 703-5305  
(830) 774-8553

Appeal No. \_\_\_\_\_  
Deadline \_\_\_\_\_  
Date of Hearing 02-27-14 @ 5:30 PM  
Date Received 02-17-14  
Filing Fee \_\_\_\_\_  
Date of Action \_\_\_\_\_  
Action \_\_\_\_\_

**Purpose:**

The application process is the initial stage for requesting a change in zoning classification to the Planning and Zoning Commission and the Del Rio City Council as defined by Section 30-273 of the Code of Ordinances for the City of Del Rio, Texas.

**Applicant:**

Name Abner Martinez, P.E.  
Address 501 E. Garfield St.  
City Del Rio, Texas 78840  
Phone (830) 775-4579  
E-Mail acs@rgv.twcbc.com

**Representing:**

Name Mr. Bart Cordell  
Address 5218 W. Highway 90  
City Del Rio, Texas 78840  
Phone (830) 422-9396  
E-Mail \_\_\_\_\_

**Request:**

Zoning Change from Industrial to Residential  
Proposed Use Residential

**Property Description:**

Street Address 115 and 117 Cordona Street Lot Size 50' X 100'  
Lot Number 9 and 10 Zoning District Industrial  
Block Number N/A  
Addition Chico Addition

- Please attach a copy of your deed to the property. If you are currently purchasing the property, please include a copy of your contract for the purchase of the property. Also include with your application a copy of any and all restrictive covenants pertaining to the property to be rezoned.

Appeal:

Why do you believe that the approval of this request would be in harmony (similar use) with the character of the neighborhood? \_\_\_\_\_

All lots in this subdivision are used at this time for residential purposes

Why do you believe that the approval of this request would not be detrimental to the property or persons in the neighborhood?

For the reason stated above

Why do you believe that there is a need in this area for the uses that would be allowed under this proposed zoning change?

This size of lot is in demand for small beginners houses.

History:

Previous Application/Appeal Filed? ( ) Yes (X) No

Date \_\_\_\_\_

Results of Appeal \_\_\_\_\_

Lienholder:

Is the property burdened by a lien of any nature? No

If so, describe the lien and give the name and address of lienholder and secure their consent to the requested zoning change with their signature.

Other:

Interest in the property? (Owner, Agent, Lessee, ect.) \_\_\_\_\_

Approximate cost of work involved? None at this time

Include a schematic drawing of the site.

To the Applicant:

A fee of \$\_\_\_\_\_ to defray the part of the costs of processing the application and holding the public hearing is required by City Ordinance. Such fee must be paid to the City of Del Rio at the time that this application is submitted. One-half (1/2) of the fee will be returned if the applicant decides to terminate the application and the public hearing notices have NOT been sent out.

I, Abner Martinez, understand the above requirements and have read them thoroughly and my statements are true and correct.

Lienholders (if any)

*[Handwritten Signature]*  
Applicant

**AFFIDAVIT OF OWNERSHIP**

THE STATE OF TEXAS ) (

COUNTY OF VAL VERDE ) (

Before me, the undersigned authority,

Abner Martinez

Name of Applicant

Personally appeared, and upon being duly sworn by me, stated and deposed under oath that he/she is the true owner of the above described real property, or is the duly authorized agent for the true owner of the above described real property and have filed this application on behalf of said owner.

*[Handwritten Signature]*

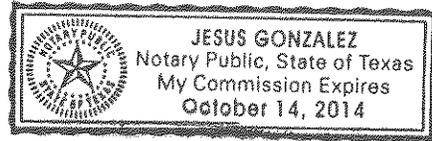
SUBSCRIBED AND SWORN to before me this  
Signature of Applicant

17 day of June, 2014.

*[Handwritten Signature]*

Notary Public

My Commission Expires: October 14, 2014



**FEES**

<b>Zoning Changes</b>	
Less than 1 acre to 25 acres	\$200.00
25 acres and above	\$400.00

Zoning Applicants will not be entitled to a refund if notice has been published in the newspaper as required by the City of Del Rio Code of Ordinances

**FOR CITY USE ONLY**

Date \_\_\_\_\_ Invoice Number \_\_\_\_\_ Check or Money Order Number: \_\_\_\_\_

Application \_\_\_\_\_ Approved \_\_\_\_\_ Denied Date \_\_\_\_\_

**SYMBOLOLOGY**

- FOUND 1/2" IRON ROD
- SET 3/4" IRON ROD
- ⊗ POWER POLE

**AMISTAD CONSULTING SERVICES**  
**CIVIL - ENVIRONMENTAL - SURVEYING**  
 SURVEYING FIRM - 101478-00, TEXAS  
 501 E. Garfield  
 Del Rio, Texas 78840  
 Phone: (830) 776-4679, Fax: (888) 383-6704



Scale: 1" = 30'

**CHICO ADDITION**  
**(VOLUME 2, PAGE 32, MAP RECORDS**  
**VAL VERDE COUNTY, TX)**

**TAYLOR INDUSTRIAL**  
**ADDITION**

# 1004 W 2ND  
 Martinez Jose Maria  
 & Dolores  
 Doc. # 0200382  
 V.V.C.D.P.R.

(BASIS OF BEARING - PLAT OF RECORD)  
 N 00° 30' 00" W, 100.0'

10.24 acres  
 Bart Cordeil

**Lot 8**  
 # 113 Cordona Street  
 Jesus & Irma Gutierrez

Fence Line

S 88° 30' 00" E, 100.0'

Fence

**Lot 9**

S 88° 30' 00" E, 100.0'

**Lot 10**

N 88° 30' 00" W, 100.0'

**Lot 11**

State of Texas  
 Vol. 531, Pg. 271.  
 V.V.C.D.R.



409' approximately  
 to 2nd Street

**CORDONA STREET (50' R.O.W.)**

THIS PROPERTY LIES OUTSIDE AN SPECIAL FLOOD HAZARD AREA (100 YEAR FLOOD) AS SHOWN ON FEMA/FIRM  
 MAP NO. 48465 C 1645 D, REVISED JULY 22, 2010

**DESCRIPTION OF PROPERTY**

Being Lots Nine (9) and Ten (10), of the Chico Addition, an addition to the City of Del Rio, Val Verde County, Texas, as shown by the Map or Plat recorded in Volume 2, Page 32 of the Map Records of Val Verde County, Texas.

**EXHIBIT FOR ZONING CHANGE JUNE 16, 2014**

# CHICO ADDITION TO THE CITY OF DEL RIO TEXAS

Jack Holt  
 Deputy

PART OF THIS PLAT IS OWNED BY JACK HOLT  
 CITY OF DEL RIO, TEXAS, AND IS THE  
 3.40 ACRES DESCRIBED IN A DEED FROM  
 W ET AL TO JACK HOLT DATED MARCH 21  
 . 132, PAGE 534-535 OF THE DEED  
 COUNTY, TEXAS.

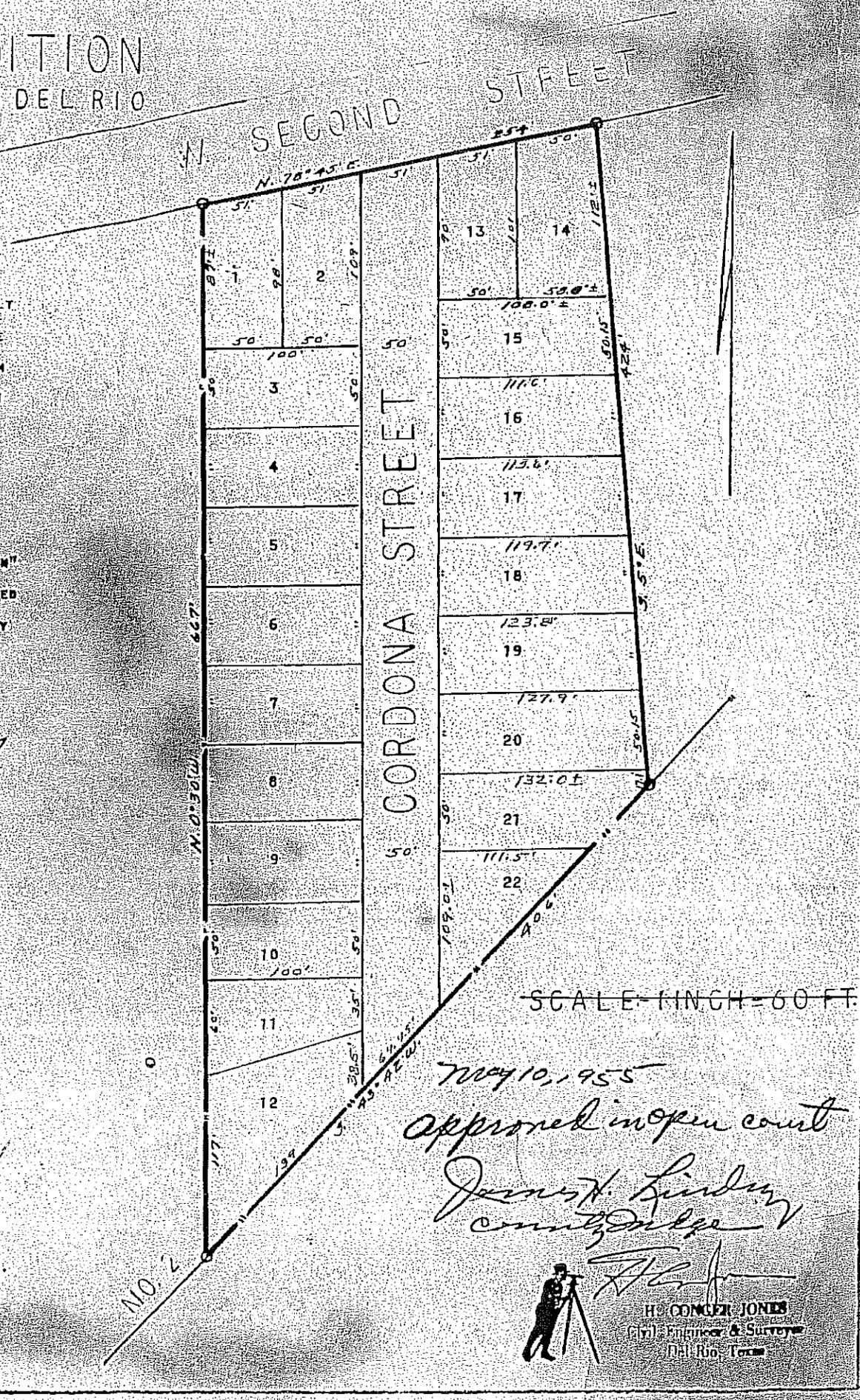
BE KNOWN AS THE "CHICO ADDITION"  
 TEXAS, AND THIS PLAT IS BEING FILED  
 DESCRIBING AND IDENTIFYING THE PROPERTY

RIO, TEXAS, THIS 10 DAY OF May

*Jack Holt*  
 JACK HOLT

NED AUTHORITY, ON THIS DAY  
 K HOLT, KNOWN TO ME TO BE THE  
 SCRIBED TO THE FOREGOING INSTRU-  
 D TO ME THAT HE EXECUTED THE  
 D CONSIDERATION THEREIN EX-

SEAL OF OFFICE THIS 10 DAY  
*William F. Long*  
 PUBLIC, VAL VERDE COUNTY, TEXAS.



## **PUBLIC HEARING NOTICE**

Notice is hereby given that a Public Hearing will be conducted by the City of Del Rio Planning and Zoning Commission in the Council of Chambers at City Hall, 109 West Broadway on **Wednesday, the 9<sup>th</sup> of July 2014 at 5:30 p.m.**, and by the City Council on **Tuesday, the 22<sup>nd</sup> of July 2014 at 6:30 p.m.**, for the purpose of hearing comments on the following requests:

**Zoning Change Appeal # 14-04** Abner Martinez, P.E., Representing Bart Cordell is requesting a Zoning Change from Industrial (I) to Local Commercial District. Property Description: Being 3.93 acre out of a 10.24 acre tract of land out of Survey 2, Block 4, Abstract 1041, I&GNRY Co. and Survey 162, Abstract 142, F. Canales Val Verde County (1100 West 2<sup>nd</sup> St.).

**Zoning Change Appeal # 14-05** Abner Martinez, P.E., Representing Bart Cordell is requesting a Zoning Change from Industrial (I) to Residential Single Family District (R-S). Property Description: Lots 9 & 10, Chico Addition (115 & 117 Cordona St.).

## **HANDICAPPED ACCESSIBLE LOCATION**

**Please publish once Sunday, June 22, 2014.**



UNIMPROVED PROPERTY CONTRACT

NOTICE: Not For Use For Condominium Transactions

1. PARTIES: The parties to this contract are NORMA F. CALDERON (Seller) and BART CORDELL (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: Lot 9 & 10, Block CHICO, Addition, City of DEL RIO, County of VAL VERDE, Texas, known as CARDONA STREET 78840 (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships (the Property).

3. SALES PRICE:

- A. Cash portion of Sales Price payable by Buyer at closing. \$ 15,000.00
B. Sum of all financing described below (excluding any loan funding fee or mortgage insurance premium). \$
C. Sales Price (Sum of A and B) \$ 15,000.00

4. FINANCING: The portion of Sales Price not payable in cash will be paid as follows: (Check applicable boxes below)

- A. THIRD PARTY FINANCING: One or more third party mortgage loans in the total amount of \$ (excluding any loan funding fee or mortgage insurance premium).
(1) Property Approval: If the Property does not satisfy the lenders' underwriting requirements for the loan(s) (including, but not limited to appraisal, insurability and lender required repairs), Buyer may terminate this contract by giving notice to Seller prior to closing and the earnest money will be refunded to Buyer.
(2) Credit Approval: (Check one box only)
(a) This contract is subject to Buyer being approved for the financing described in the attached Third Party Financing Addendum for Credit Approval.
(b) This contract is not subject to Buyer being approved for financing and does not involve FHA or VA financing.
B. ASSUMPTION: The assumption of the unpaid principal balance of one or more promissory notes described in the attached TREC Loan Assumption Addendum.
C. SELLER FINANCING: A promissory note from Buyer to Seller of \$ secured by vendor's and deed of trust liens, and containing the terms and conditions described in the attached TREC Seller Financing Addendum. If an owner policy of title insurance is furnished, Buyer shall furnish Seller with a mortgagee policy of title insurance.

5. EARNEST MONEY: Upon execution of contract by all parties, Buyer shall deposit \$ -0- as earnest money with Del Rio Title Company, as escrow agent, at (address). Buyer shall deposit additional earnest money of \$ with escrow agent within days after the effective date of this contract. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default.

6. TITLE POLICY AND SURVEY:

- A. TITLE POLICY: Seller shall furnish to Buyer at [X] Seller's [X] Buyer's expense an owner policy of title insurance (Title Policy) issued by Del Rio Title Company (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
(1) Restrictive covenants common to the platted subdivision in which the Property is located.
(2) The standard printed exception for standby fees, taxes and assessments.
(3) Liens created as part of the financing described in Paragraph 4.
(4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
(5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
(6) The standard printed exception as to marital rights.
(7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
(8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements. Buyer, at Buyer's expense, may have the exception amended to read, "shortages in area".

Initialed for identification by Buyer [Signature] and Seller [Signature] TREC NO. 9-10

B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or the Closing Date, whichever is earlier. If, due to factors beyond Seller's control, the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)

(1) Within \_\_\_\_\_ days after the effective date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date. If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at  Seller's  Buyer's expense no later than 3 days prior to Closing Date.

(2) Within 3 days after the effective date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.

(3) Within \_\_\_\_\_ days after the effective date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (8) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity: **RESIDENTIAL**

Buyer must object the earlier of (i) the Closing Date or (ii) \_\_\_\_\_ days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party lender within 15 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer waives the objections.

E. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property  is  is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.

- (3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.
- (8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property  is  is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. ACCEPTANCE OF PROPERTY CONDITION: (Check one box only)

(1) Buyer accepts the Property in its present condition.

(2) Buyer accepts the Property in its present condition provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: \_\_\_\_\_

\_\_\_\_\_ (Do not insert general phrases, such as "subject to inspections," that do not identify specific repairs.)

NOTICE TO BUYER AND SELLER: Buyer's agreement to accept the Property in its present condition under Paragraph 7B(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

C. COMPLETION OF REPAIRS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs prior to the Closing Date. All required permits must be obtained, and repairs must be performed by persons who are licensed or otherwise permitted by law to provide such repairs. At Buyer's election, any transferable warranties received by Seller with respect to the repairs will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs

Initialed for identification by Buyer     

and Seller D.D.C.

TREC NO. 9-10

prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 15 days, if necessary, for Seller to complete repairs.

D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

E. SELLER'S DISCLOSURES: Except as otherwise disclosed in this contract, Seller has no knowledge of the following:

- (1) any flooding of the Property;
- (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
- (3) any environmental hazards or conditions affecting the Property;
- (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
- (5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
- (6) any threatened or endangered species or their habitat affecting the Property.

8. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

A. The closing of the sale will be on or before August 29, 2014, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
- (5) If the Property is subject to a lease, Seller shall (i) deliver to Buyer the lease(s) and the move-in condition form signed by the tenant, if any, and (ii) transfer security deposits (as defined under §92.102, Property Code), if any, to Buyer. In such an event, Buyer shall deliver to the tenant a signed statement acknowledging that the Buyer has received the security deposit and is responsible for the return of the security deposit, and specifying the exact dollar amount of the security deposit.

10. POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

11. SPECIAL PROVISIONS: (Insert only factual statements and business details applicable to the sale. TREC rules prohibit licensees from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.)

**NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, BUYER AND SELLER AGREE TO SPLIT ALL CLOSING COSTS ASSOCIATED WITH THIS TRANSACTION.**

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

- (a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed \$ \_\_\_\_\_ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; adjusted origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this such contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

**13. PRORATIONS AND ROLLBACK TAXES:**

A. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Seller's change in use of the Property prior to closing or denial of a special use valuation on the Property claimed by Seller results in Assessments for periods prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

**14. CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

**15. DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

**16. MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion  will  will not be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

**17. ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

**18. ESCROW:**

A. ESCROW: The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.

B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow

Initialed for identification by Buyer bl and Seller D.E.C. TREC NO. 9-10

agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.

C. DEMAND: Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursal of the earnest money.

D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for liquidated damages in an amount equal to the sum of: (i) three times the amount of the earnest money; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

E. NOTICES: Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by applicable law, or if Seller fails to deliver an affidavit to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows:

To Buyer at:

BART CORDELL  
5218 Highway 90 West  
Del Rio, Texas 78840  
Telephone: (830) 422-9396  
Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

To Seller at:

NORMA F. CALDERON  
416 E. Garfield Street  
Del Rio, Texas 78840  
Telephone: 774-0224  
Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- Third Party Financing Addendum for Credit Approval
- Seller Financing Addendum
- Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- Buyer's Temporary Residential Lease
- Seller's Temporary Residential Lease
- Addendum for Reservation of Oil, Gas and Other Minerals
- Addendum for "Back-Up" Contract
- Addendum for Coastal Area Property
- Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- Addendum for Sale of Other Property by Buyer
- Other (list): \_\_\_\_\_

Initialed for identification by Buyer B.C. and Seller N.F.C. TREC NO. 9-10

23. **TERMINATION OPTION:** For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$ \_\_\_\_\_ (Option Fee) within 2 days after the effective date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within \_\_\_\_\_ days after the effective date of this contract (Option Period). If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee  will  will not be credited to the Sales Price at closing. Time is of the essence for this paragraph and strict compliance with the time for performance is required.

24. **CONSULT AN ATTORNEY:** TREC rules prohibit real estate licensees from giving legal advice. **READ THIS CONTRACT CAREFULLY.** If you do not understand the effect of this contract, consult an attorney BEFORE signing.

Buyer's Attorney is: \_\_\_\_\_

Seller's Attorney is: \_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

E-mail: \_\_\_\_\_

EXECUTED the 30th day of May, 2014 (EFFECTIVE DATE).  
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Bart Cordell  
Buyer  
BART CORDELL

Norma F. Calderon  
Seller  
NORMA F. CALDERON

Buyer

Seller

The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 9-10. This form replaces TREC NO. 9-9.

**BROKER INFORMATION**

Other Broker Firm _____ License No. _____ represents <input type="checkbox"/> Buyer only as Buyer's agent <input type="checkbox"/> Seller as Listing Broker's subagent	Listing Broker Firm _____ License No. _____ represents <input type="checkbox"/> Seller and Buyer as an intermediary <input type="checkbox"/> Seller only as Seller's agent
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Licensed Supervisor of Associate _____ Telephone _____	Licensed Supervisor of Listing Associate _____ Telephone _____
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Associate _____ Telephone _____	Listing Associate _____ Telephone _____
------------------------------------	--

Other Broker's Address _____ Facsimile _____ City _____ State _____ Zip _____	Listing Broker's Office Address _____ Facsimile _____ City _____ State _____ Zip _____
---	--

Associate Email Address \_\_\_\_\_  
Listing Associate's Email Address \_\_\_\_\_

Selling Associate \_\_\_\_\_ Telephone \_\_\_\_\_

Selling Associate's Office Address \_\_\_\_\_ Facsimile \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Selling Associate's Email Address \_\_\_\_\_

Listing Broker has agreed to pay Other Broker \_\_\_\_\_ of the total sales price when the Listing Broker's fee is received. Escrow Agent is authorized and directed to pay other Broker from Listing Broker's fee at closing.

**OPTION FEE RECEIPT**

Receipt of \$ \_\_\_\_\_ (Option Fee) in the form of \_\_\_\_\_ is acknowledged.

Seller or Listing Broker \_\_\_\_\_ Date \_\_\_\_\_

**CONTRACT AND EARNEST MONEY RECEIPT**

Receipt of  Contract and  \$ \_\_\_\_\_ Earnest Money in the form of W/A  
is acknowledged.

Escrow Agent: Del Rio Title Co. Date: 5-29-2014

By: [Signature] Email Address: Carissa@delriotitle.net  
Del Rio Title Company

Address \_\_\_\_\_ Telephone: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Facsimile: \_\_\_\_\_

# Val Verde CAD

## Property Search Results > 21434 CALDERON JOSE JR for Year 2014

### Property

#### Account

Property ID: 21434 Legal Description: CHICO LOT 9  
 Geographic ID: 5120-0000-0090 Agent Code:  
 Type: Real  
 Property Use Code:  
 Property Use Description:

#### Location

Address: 115 CORDONA Mapsco:  
 Neighborhood: 5440,5380,5370,5291,5400,5295,5290,5420,5000,5180, Map ID: 67  
 Neighborhood CD: NB07

#### Owner

Name: CALDERON JOSE JR Owner ID: 24688  
 Mailing Address: 416 E GARFIELD % Ownership: 100.0000000000%  
 DEL RIO, TX 78840

Exemptions:

### Values

(+) Improvement Homesite Value:	+	N/A	
(+) Improvement Non-Homesite Value:	+	N/A	
(+) Land Homesite Value:	+	N/A	
(+) Land Non-Homesite Value:	+	N/A	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	N/A	N/A
(+) Timber Market Valuation:	+	N/A	N/A
-----			
(=) Market Value:	=	N/A	
(-) Ag or Timber Use Value Reduction:	-	N/A	
-----			
(=) Appraised Value:	=	N/A	
(-) HS Cap:	-	N/A	
-----			
(=) Assessed Value:	=	N/A	

### Taxing Jurisdiction

Owner: CALDERON JOSE JR  
 % Ownership: 100.0000000000%  
 Total Value: N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	Central Appraisal District	N/A	N/A	N/A	N/A
CD	CITY OF DEL RIO, TEXAS	N/A	N/A	N/A	N/A
G233	VAL VERDE COUNTY	N/A	N/A	N/A	N/A
HOS	VAL VERDE REGIONAL MEDICAL CENTER	N/A	N/A	N/A	N/A
RFM	FARM-TO-MARKET	N/A	N/A	N/A	N/A
SD	SAN FELIPE DEL RIO CISD	N/A	N/A	N/A	N/A
Total Tax Rate:		N/A			

Taxes w/Current Exemptions: N/A  
 Taxes w/o Exemptions: N/A

**Improvement / Building**

No improvements exist for this property.

**Land**

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	UL	OTHER	0.0000	0.00	50.00	100.00	N/A	N/A

**Roll Value History**

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2014	N/A	N/A	N/A	N/A	N/A	N/A
2013	\$0	\$4,650	0	4,650	\$0	\$4,650
2012	\$0	\$4,650	0	4,650	\$0	\$4,650
2011	\$0	\$4,650	0	4,650	\$0	\$4,650
2010	\$0	\$4,650	0	4,650	\$0	\$4,650
2009	\$0	\$4,650	0	4,650	\$0	\$4,650
2008	\$0	\$4,650	0	4,650	\$0	\$4,650
2007	\$0	\$4,650	0	4,650	\$0	\$4,650
2006	\$0	\$5,770	0	5,770	\$0	\$5,770
2005	\$0	\$5,770	0	5,770	\$0	\$5,770
2004	\$0	\$5,770	0	5,770	\$0	\$5,770
2003	\$0	\$5,770	0	5,770	\$0	\$5,770
2002	\$0	\$5,770	0	5,770	\$0	\$5,770
2001	\$0	\$5,770	0	5,770	\$0	\$5,770
2000	\$0	\$4,650	0	4,650	\$0	\$4,650
1999	\$0	\$4,650	0	4,650	\$0	\$4,650
1998	\$0	\$4,650	0	4,650	\$0	\$4,650
1997	\$0	\$4,650	0	4,650	\$0	\$4,650
1996	\$0	\$4,650	0	4,650	\$0	\$4,650
1995	\$0	\$4,650	0	4,650	\$0	\$4,650

**Deed History - (Last 3 Deed Transactions)**

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
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Questions Please Call (830) 774-4602

This year is not certified and ALL values will be represented with "N/A".

# Val Verde CAD

## Property Search Results > 21435 CALDERON JOSE JR for Year 2014

### Property

#### Account

Property ID: 21435      Legal Description: CHICO LOT 10  
 Geographic ID: 5120-0000-0100      Agent Code:  
 Type: Real  
 Property Use Code:  
 Property Use Description:

#### Location

Address: 117 CORDONA      Mapsco:  
 Neighborhood: 5440,5380,5370,5291,5400,5295,5290,5420,5000,5180,      Map ID: 67  
 Neighborhood CD: NB07

#### Owner

Name: CALDERON JOSE JR      Owner ID: 24688  
 Mailing Address: 416 E GARFIELD      % Ownership: 100.0000000000%  
 DEL RIO, TX 78840  
 Exemptions:

### Values

(+) Improvement Homesite Value:	+	N/A	
(+) Improvement Non-Homesite Value:	+	N/A	
(+) Land Homesite Value:	+	N/A	
(+) Land Non-Homesite Value:	+	N/A	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	N/A	N/A
(+) Timber Market Valuation:	+	N/A	N/A
-----			
(=) Market Value:	=	N/A	
(-) Ag or Timber Use Value Reduction:	-	N/A	
-----			
(=) Appraised Value:	=	N/A	
(-) HS Cap:	-	N/A	
-----			
(=) Assessed Value:	=	N/A	

### Taxing Jurisdiction

Owner: CALDERON JOSE JR  
 % Ownership: 100.0000000000%  
 Total Value: N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	Central Appraisal District	N/A	N/A	N/A	N/A
CD	CITY OF DEL RIO, TEXAS	N/A	N/A	N/A	N/A
G233	VAL VERDE COUNTY	N/A	N/A	N/A	N/A
HOS	VAL VERDE REGIONAL MEDICAL CENTER	N/A	N/A	N/A	N/A
RFM	FARM-TO-MARKET	N/A	N/A	N/A	N/A
SD	SAN FELIPE DEL RIO CISD	N/A	N/A	N/A	N/A
Total Tax Rate:		N/A			

Taxes w/Current Exemptions: N/A  
 Taxes w/o Exemptions: N/A

**Improvement / Building**

No improvements exist for this property.

**Land**

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	UL	OTHER	0.0000	0.00	50.00	100.00	N/A	N/A

**Roll Value History**

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2014	N/A	N/A	N/A	N/A	N/A	N/A
2013	\$0	\$4,650	0	4,650	\$0	\$4,650
2012	\$0	\$4,650	0	4,650	\$0	\$4,650
2011	\$0	\$4,650	0	4,650	\$0	\$4,650
2010	\$0	\$4,650	0	4,650	\$0	\$4,650
2009	\$0	\$4,650	0	4,650	\$0	\$4,650
2008	\$0	\$4,650	0	4,650	\$0	\$4,650
2007	\$0	\$4,650	0	4,650	\$0	\$4,650
2006	\$0	\$5,770	0	5,770	\$0	\$5,770
2005	\$0	\$5,770	0	5,770	\$0	\$5,770
2004	\$0	\$5,770	0	5,770	\$0	\$5,770
2003	\$0	\$5,770	0	5,770	\$0	\$5,770
2002	\$0	\$5,770	0	5,770	\$0	\$5,770
2001	\$0	\$5,770	0	5,770	\$0	\$5,770
2000	\$0	\$4,650	0	4,650	\$0	\$4,650
1999	\$0	\$4,650	0	4,650	\$0	\$4,650
1998	\$0	\$4,650	0	4,650	\$0	\$4,650
1997	\$0	\$4,650	0	4,650	\$0	\$4,650
1996	\$0	\$4,650	0	4,650	\$0	\$4,650
1995	\$0	\$4,650	0	4,650	\$0	\$4,650

**Deed History - (Last 3 Deed Transactions)**

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
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Questions Please Call (830) 774-4602

This year is not certified and ALL values will be represented with "N/A".